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10 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

11 THE HELMUT NEWTON
12 FOUNDATION,

13 Plaintiff,

14 v.
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16 NORMAN SOLOMON, an individual;
17 GLOBAL IMAGES USA, LLC, a Florida
18 limited liability company; and DOES 1-10,

19 Defendants.
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Case No.:

COMPLAINT FOR:

1. Copyright Infringement
2. Vicarious and/or Contributory Infringement
3. Misrepresentation Under 17 U.S.C. § 512

Jury Trial Demanded

24 Plaintiff Helmut Newton Foundation (“Plaintiff” or “NEWTON”), by its
25 undersigned attorneys, for its complaint against defendants Global Images USA,
26 LLC, and Does 1-10, alleges as follows:
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JURISDICTION AND VENUE

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2 1. This action arises under the Copyright Act of 1976, Title 17 U.S.C., § 101
3 *et seq.*

4 2. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and
5 1338 (a) and (b).

6 3. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and
7 1400(a) in that this is the judicial district in which a substantial part of the acts and
8 omissions giving rise to the claims occurred.

PARTIES

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10 4. Plaintiff The Helmut Newton Foundation (“NEWTON”) is a foundation
11 formed in Zurich, Switzerland, and operates in Küsnacht, canton of Zurich, and in
12 Berlin.

13 5. Plaintiff is informed and believes and thereon alleges that Defendant
14 Global Images USA, LLC (“GLOBAL”) is a Florida limited liability company,
15 with a principal place of business located at 382 NE 191st Street #38525 Miami,
16 Florida 33179 and is doing business with and in this district through its offices at
17 6250 Hollywood Boulevard., Los Angeles, California 90028 and/or 3530 Wilshire
18 Boulevard, Suite 1850, Los Angeles, California 90010.

19 6. Plaintiff is informed and believes and thereon alleges that Defendant
20 Norman Solomon (“SOLOMON”) is an individual with a primary place of
21 residence at 6250 Hollywood Boulevard., Los Angeles, California 90028.

22 7. Defendants Does 1 through 10, inclusive, (altogether with GLOBAL
23 and SOLOMON, “Defendants”) are other parties who have infringed Plaintiff’s
24 copyrights, have contributed to the infringement of Plaintiff’s copyrights, or have
25 engaged in one or more of the wrongful practices alleged herein. The true names,
26 whether corporate, individual or otherwise, of Defendants 1 through 10, inclusive,
27 are presently unknown to Plaintiff, who therefore sues said Defendants by such
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1 fictitious names, and will seek leave to amend this Complaint to show their true
2 names and capacities when same have been ascertained.

3 8. Plaintiff is informed and believes and thereon alleges that at all times
4 relevant hereto each of the Defendants was the agent, affiliate, officer, director,
5 manager, principal, alter-ego, and/or employee of the remaining Defendants and
6 was at all times acting within the scope of such agency, affiliation, alter-ego
7 relationship and/or employment; and actively participated in or subsequently
8 ratified and adopted, or both, each and all of the acts or conduct alleged, with full
9 knowledge of all the facts and circumstances, including, but not limited to, full
10 knowledge of each and every violation of Plaintiff's rights and the damages
11 proximately caused thereby.

12 **CLAIMS RELATED TO THE SUBJECT PHOTOGRAPHS**

13 9. NEWTON is the sole and exclusive owner, agent and representative for
14 the licensing and use of certain original photographs (the "Subject Photography")
15 from the archives of the late preeminent photographer Helmut Newton.

16 10. All Subject Photography at issue in this action was published outside of
17 the United States and within nations that are signatories to the Berne Convention,
18 thus negating the registration requirement for those artworks.

19 11. Prior to the acts complained of herein, NEWTON published and
20 widely publicly displayed and disseminated the Subject Photographs including
21 without limitation on NEWTON's website *https://helmut-newton-*
22 *foundation.org/en/*.

23 12. Following NEWTON's dissemination and display of the Subject
24 Photographs, Defendants, and each of them copied, reproduced, displayed,
25 distributed, created derivative works, and/or otherwise used the Subject
26 Photographs without license, authorization, or consent, including by using the
27 Subject Photographs online on *https://globalimages.art/* and by manufacturing,
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1 offering for sale, and selling unauthorized derivative works of the Subject
2 Photographs (“Infringing Uses”). The Infringing Uses were made widely and
3 publicly available online. True and correct, non-inclusive screen captures of the
4 Infringing Uses are included in **Exhibit A** hereto.

5 13. On February 12, 2025, NEWTON, through his attorneys, sent GLOBAL
6 a demand to cease and desist their infringing uses of NEWTON’s Subject
7 Photographs. Receiving no response, NEWTON then sent a Takedown Notice
8 pursuant to the Digital Millenium Copyright Act (“DMCA”) (17 U.S.C. § 512) to
9 Shopify, the internet service provider hosting GLOBAL’s website
10 <https://globalimages.art/> in which it displays and offers for sale unauthorized
11 reproductions of the Subject Photographs.

12 14. In response to the DMCA Takedown Notice, on February 18, 2025,
13 GLOBAL filed a Counter Notice in which it consented to jurisdiction in this
14 District and swore under penalty of perjury that the content was removed by
15 mistake or due to misidentification. The Counter Notice also identified
16 SOLOMON as the signatory and agent for GLOBAL’s representations. A true and
17 correct copy of the Counter Notice is attached as **Exhibit B** hereto.

18 15. To date, Defendants have not only failed to remove the Subject
19 Photographs from their website, but continue to infringe upon NEWTON’s
20 copyrights by reuploading, displaying and selling derivative copies of the Subject
21 Photographs without license, authorization, or consent from NEWTON.

22 16. NEWTON has not in any way authorized Defendants, or any of them,
23 to copy, reproduce, display, distribute, create derivative works of, or otherwise use
24 the Subject Photographs. In fact, on November 15, 2024, in a prior judgment, a
25 Court expressly enjoined SOLOMON from, *inter alia*, displaying, reproducing or
26 distributing copies of any of NEWTON’s works or otherwise “[e]ngaging
27 Engaging in any other conduct which will cause, or is likely to cause, confusion,
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1 mistake, deception, or misunderstanding as to source, or to the affiliation,
2 connection, association, origin, sponsorship, or approval of Defendants' website or
3 other activities with or by Helmut Newton or the Helmut Newton Foundation.” A
4 true and correct copy of the Judgment is attached as **Exhibit C** hereto.

5 **FIRST CLAIM FOR RELIEF**

6 **(Copyright Infringement - Against All Defendants, and Each)**

7 17. NEWTON repeats, re-alleges, and incorporates herein by reference as
8 though fully set forth, the allegations contained in the preceding paragraphs of this
9 Complaint.

10 18. On information and belief, NEWTON alleges that Defendants, had
11 access to the Subject Photographs, including, without limitation, through (a)
12 viewing the Subject Photographs on NEWTON’s website, (b) viewing Subject
13 Photographs online, (c) viewing Subject Photographs through a third party, and
14 (d) obtaining the Subject Photographs from the online image licensor
15 Shutterstock. Access is further evidenced by the Subject Photographs’ exact
16 reproduction in the Infringing Uses.

17 19. On information and belief, NEWTON alleges that Defendants, and
18 each of them, copied, reproduced, displayed, and distributed the Subject
19 Photographs, including without limitation as seen in **Exhibit A** attached hereto.

20 20. On information and belief, NEWTON alleges that Defendants, and
21 each of them, infringed NEWTON’s copyrights by creating infringing derivative
22 works from the Subject Photographs and publishing and distributing the same to
23 the public.

24 21. Due to Defendants’, and each of their, acts of infringement, NEWTON
25 has suffered general and special damages in an amount to be established at trial.

26 22. Due to Defendants’ acts of copyright infringement as alleged herein,
27 Defendants, and each of them, have obtained direct and indirect profits they would
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1 not otherwise have realized but for their infringement of NEWTON's rights in the
2 Subject Photographs. As such, NEWTON is entitled to disgorgement of
3 Defendants' profits directly and indirectly attributable to Defendants'
4 infringement of NEWTON's rights in the Subject Photographs in an amount to be
5 established at trial.

6 23. On information and belief, NEWTON alleges that Defendants, and
7 each of them, have committed acts of copyright infringement, as alleged above,
8 which were willful, intentional and malicious, which further subjects Defendants,
9 and each of them, to liability for statutory damages under Section 504(c)(2) of the
10 Copyright Act in the sum of up to \$150,000.00 per infringement and/or a
11 preclusion from asserting certain equitable and other defenses.

12 **SECOND CLAIM FOR RELIEF**

13 **(Vicarious and/or Contributory Copyright Infringement - Against All**
14 **Defendants, and Each)**

15 24. NEWTON repeats, re-alleges, and incorporates herein by reference as
16 though fully set forth, the allegations contained in the preceding paragraphs of this
17 Complaint.

18 25. On information and belief, NEWTON alleges that Defendants
19 knowingly induced, participated in, aided, and abetted in and profited from the
20 illegal reproduction and distribution of the Subject Photographs as alleged
21 hereinabove. Such conduct included, without limitation, reproducing, publishing,
22 displaying, and/or distributing photographs obtained from third parties that
23 Defendants knew, or should have known, were not authorized to be published by
24 Defendants.

25 26. On information and belief, NEWTON alleges that Defendants, and
26 each of them, are vicariously liable for the infringement alleged herein because
27 they had the right and ability to supervise the infringing conduct and because they
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1 had a direct financial interest in the infringing conduct. Specifically, Defendants,
2 and each of them, profited in connection with the Infringing Uses, and were able
3 to supervise the distribution, broadcast, and publication of the Infringing Uses.

4 27. By reason of the Defendants', and each of their, acts of contributory
5 and vicarious infringement as alleged above, NEWTON has suffered general and
6 special damages in an amount to be established at trial.

7 28. Due to Defendants' acts of copyright infringement as alleged herein,
8 Defendants, and each of them, have obtained direct and indirect profits they would
9 not otherwise have realized but for their infringement of NEWTON's rights in the
10 Subject Photographs. As such, NEWTON is entitled to disgorgement of
11 Defendants' profits directly and indirectly attributable to Defendants'
12 infringement of NEWTON's rights in the Subject Photographs, in an amount to be
13 established at trial.

14 29. On information and belief, NEWTON alleges that Defendants, and
15 each of them, have committed acts of copyright infringement, as alleged above,
16 which were willful, intentional and malicious, which further subjects Defendants,
17 and each of them, to liability for statutory damages under Section 504(c)(2) of the
18 Copyright Act in the sum of up to \$150,000.00 per infringement and/or a
19 preclusion from asserting certain equitable and other defenses.

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THIRD CLAIM FOR RELIEF

(For Misrepresentation in Violation of 17 U.S.C. §512(f)(2) – Against all Defendants, and Each)

30. NEWTON repeats, re-alleges, and incorporates herein by reference as though fully set forth, the allegations contained in the preceding paragraphs of this Complaint.

31. Because the Infringing Uses Defendants were using on their website were exact replicas of the Subject Photographs, NEWTON filed a DMCA Takedown Notice with Shopify in a good faith attempt to remove the content from the Shopify-run website.

32. When Defendants filed their Counter Notice, they did so with actual or constructive knowledge that they displayed, reproduced, and distributed the Subject Photographs without license, consent, or authorization from NEWTON in violation of NEWTON's intellectual property rights.

33. By filing a Counter Notice with Shopify with knowledge that the Subject Photographs belonged to NEWTON and that Defendants had no legal authority to use them in any way, Defendants swore, in bad faith, that the affected content was removed because of a mistake or misidentification and committed perjury.

34. Due to Defendants' actions as herein alleged, NEWTON has suffered actual, general, and special damages, including without limitation lost profits, revenues, damage to its goodwill and reputation, and a diminution in the value of the Subject Photographs, all in an amount to be established at trial.

35. Pursuant to 17 U.S.C. § 512(f), NEWTON seeks actual and/or statutory damages and are entitled to recover their attorneys' fees and costs from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

Against all Defendants, and Each:

With Respect to Each Claim for Relief:

- a. That Defendants, and each of them, as well as their employees, agents, or anyone acting in concert with them, be enjoined from infringing Plaintiff's copyrights in the Subject Photographs, including, without limitation, an order requiring Defendants, and each of them, to remove the Subject Photographs from their respective websites, marketing and advertisement materials and to cease distributing prints bearing unauthorized copies of the Subject Photographs.
- b. That Plaintiff be awarded all profits of Defendants, and each of them, plus all losses of Plaintiff, plus any other monetary advantage gained by the Defendants, and each of them, through their infringement, the exact sum to be proven at the time of trial, and/or, to the extent available, statutory damages as available under the 17 U.S.C. § 504, 17 U.S.C. § 1203, and other applicable law.
- c. That a constructive trust be entered over any revenues or other proceeds realized by Defendants, and each of them, through their infringement of Plaintiff's intellectual property rights;
- d. That Plaintiff be awarded his attorneys' fees as available under the Copyright Act U.S.C. §§ 505, 1203, *et seq.*;
- e. That Plaintiff be awarded his costs and fees under the statutes set forth above;
- f. That Plaintiff be awarded statutory damages and/or penalties under the statutes set forth above;
- g. That Plaintiff be awarded pre-judgment interest as allowed by law;

- 1 h. That Plaintiff be awarded the costs of this action; and
2 i. That Plaintiff be awarded such further legal and equitable relief as the
3 Court deems proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff demands a jury trial on all issues so triable pursuant to Fed. R.
6 Civ. P. 38 and the 7th Amendment to the United States Constitution.

7 Respectfully submitted,

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9 Dated: March 6, 2025

By: /s/ Trevor W. Barrett
Scott Alan Burroughs, Esq.
Trevor W. Barrett, Esq.
Andres Navarro, Esq.
DONIGER / BURROUGHS
Attorneys for Plaintiff